

# Interagency Agreement

between the  
Department of General Administration  
and  
State Parks and Recreation Commission

Agreement No. 2007-732  
State Parks No. IA 709-021

Job Order Contracting

July 10, 2007

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This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of General Administration, hereinafter referred to as “GA”, and Washington State Parks and Recreation Commission hereinafter referred to SPRC.

It is the purpose of this Agreement to provide payment to GA for services listed in Exhibit “A” to this Agreement. Now, therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

## **1. Statement of Work**

GA shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit “A”, attached hereto and incorporated herein by reference. Unless otherwise specified, GA shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit “A.”

## **2. Terms and Conditions**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement, and as may be attached and incorporated herein as Exhibit “A.”

## **3. Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed and shall remain in effect through June 30, 2009, unless otherwise modified by Amendment to this Agreement. Schedule for completion of services added to this Agreement by Amendment shall be described in such Amendment.

#### **4. Consideration**

SPRC shall pay GA fees from the fee schedule set forth in exhibit "A" for all services set forth in Exhibit "A."

#### **5. Payment Procedure**

Payments shall be made within 30 days of GA's submittal to SPRC of a properly executed invoice voucher. Each voucher must indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect this Agreement number.

Invoices for payment under this Agreement shall be mailed to:

Joe Ward  
State Parks and Recreation Commission  
7150 Cleanwater Drive  
PO Box 42650  
Olympia, WA 98504-2650

#### **6. Non-Discrimination**

In the performance of this Agreement, GA shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 UC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended.

#### **7. Records Maintenance**

SPRC and GA shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. GA will retain all books, records, documents, and other material relevant to this Agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

#### **8. Contract Management**

- a) SPRC representative on this Agreement shall be:

Joe Ward  
State Parks and Recreation Commission  
7150 Cleanwater Drive  
PO Box 42650  
Olympia, WA 98504-2650

Joe Ward, or his designee, will be the contact person for all SPRC communications regarding the conduct of work under this Agreement.

- b) GA's representative on this Agreement shall be:

Bob MacKenzie  
Program Manager  
Dept. of General Administration, Engineering & Architectural Services

Plant Operations Support  
PO Box 41012  
Olympia, Washington 98504-1012  
Telephone (360) 902-7257, Cellular (360) 239-4465, Fax (360) 753-2848  
[bmacken@ga.wa.gov](mailto:bmacken@ga.wa.gov)

GA's representative shall be the contact person for all GA communications regarding this Agreement. GA's representative shall be responsible for monitoring the performance of this Agreement, fulfilling GA's responsibilities as addressed herein.

## **9. Hold Harmless**

SPRC and GA shall defend, protect and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this contract.

## **10. Agreement Alterations and Amendments**

SPRC and GA may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind SPRC and GA or their respective delegates.

## **11. Termination**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

## **12. Funding**

If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, GA may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

## **13. Disputes**

If a dispute arises under this Agreement, a dispute board shall be created jointly by GA and SPRC to resolve the dispute.

The Dispute Board shall be created in the following manner: SPRC shall appoint a member to the Dispute Board. The Director of GA shall appoint a member to the Dispute Board. Both members shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless one of the parties requests intervention by the Governor as provided by RCW 43.17.330.

#### 14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Exhibit "A", Statement of Work, and
- d) Any other provisions of the contract whether incorporated by reference or otherwise.

#### 15. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any information hereto.

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Agreed to and signed by:

**State Parks and Recreation Commission**

**Department of General Administration  
GA/Engineering & Architectural Services**

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Signature

Larry Fairleigh

Name

Assistant Director

Title

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Date

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Signature

**John Lynch**

Name

**Assistant Director**

Title

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Date

## **Exhibit A**

### **SCOPE OF WORK**

#### **Interagency Agreement No. 2007-732 State Parks No. IA 709-021 Job Order Contracting**

July 10, 2007

General Administration (GA), Engineering & Architectural Services shall provide to State Parks and Recreation Commission (SPRC) access to GA's Job Order Contracts (JOC), and Project Management (PM) services for each Work Order requested by SPRC for miscellaneous projects that develop in the SPRC system. If SPRC requests GA to provide PM services on a Work Order, then the following services and associated fees shall apply:

- Coordinate, manage and schedule project activities/work as required.
- Utilize one of GA's JOC contract to engage a contractor for design, permitting and construction.
- All JOC contract management.
- Verify contractor invoices for accuracy before forwarding to SPRC for payment.
- Attend regular construction progress meetings as needed.

Project Size	Project Manager	Contracts and Administration
5,000 to 49,999	8%	\$625
50,000 to 99,999	6.50%	\$625
100,000 to 199,999	4.50%	\$625
200,000 to 350,000	3.50%	\$625

Project complexity and special situations may require negotiation to this fee structure.

If SPRC provides their own PM services, then only the Contracts and Administration fee of \$625 for each Work Order shall apply.

A formal request for each JOC Work Order shall be in the form of an Amendment to this Agreement. There is no minimum amount of work guaranteed by this Agreement.

End of Scope of Work

July 10, 2007

Joe Ward  
State Parks and Recreation Commission  
7150 Cleanwater Drive  
PO Box 42650  
Olympia, WA 98504-2650

RE: Interagency Agreement No. 2007-732  
Job Order Contracting

Enclosed is an Interagency Agreement for signature. Please sign and return it to this office.

Please note that this Agreement is not binding upon the State of Washington until it is signed by the state's contracting officer; therefore, work will not begin until the Agreement is completely signed.

Should you have any questions or concerns regarding this matter, please call me at (360) 902-7257.

Sincerely,

Bob MacKenzie  
Program Manager

BM:KB:kb

cc: Department of General Administration/Financial Office